

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JOSE J. JARAMILLO

Plaintiff(s),

VS.

**ESPERANZA FINANCIAL SERVICES,
et.al**

Defendant.

Case Number: 07 CV 07006

**Honorable Blanche M.
Manning**

Magistrate Judge Susan E. Cox

PLAINTIFFS' INITIAL RULE 26 DISCLOSURES

Plaintiff, for his initial discovery disclosures pursuant to F.R.Civ.P. 26(1) states as follows, while reserving the right to amend same if new information is available:

A. The name and, if known, the address and telephone number of each individual likely to have discoverable information – along with the subjects of that information – that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment;

Plaintiff's initial disclosure is made without the benefit of any discovery and prior to Defendants' answers to discovery requests. Plaintiff reserves the right to amend its disclosures to add additional witnesses.

- 1 Jose Jaramillo (Plaintiff)
1323 North Cedar Lane Road
Lake Villa, IL – 60046
Ph: 847-356-5577

Plaintiff has knowledge of the facts pertaining to the loans and mortgages with Defendants.

2. Candy Jaramillo
1323 North Cedar Lane Road
Lake Villa, IL – 60046
Ph: 847-356-5577

Ms. Jaramillo has knowledge of the facts pertaining to the loans and mortgages with Defendants.

3. Joe Messina
Esperanza Financial Services
6810 W Cermak Road
Berwyn, IL - 60402

Esperanza has knowledge of the loans to Plaintiff, the mortgages, and the loan documents provided to Plaintiff

4. Jeff Pagni
Esperanza Financial Services
6810 W Cermak Road
Berwyn, IL - 60402

Jeff Pagni is the individual who interviewed Plaintiff for information related to the Uniform Residential Loan Application. Mr. Pagni would have knowledge of matters discussed regarding the type of loan that Plaintiff was seeking to obtain.

5. Millenium Title Group, Ltd.
6810 West Cermak Road
Berwyn, IL - 60402
(708) 478-5200

Millenium Title Group, Ltd. was the Settlement Agent at the closing of the subject loan and has knowledge of the loan documents and disclosures provided to Plaintiff at closing.

6. Expert Witnesses – Plaintiffs expect to have a Certified Residential Appraiser serve as an expert witness to provide a retrospective appraisal on the subject property. Plaintiffs have not designated this expert witness yet, but reserve the right to amend and/or supplement this response.

B. A copy – or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment:

Plaintiff's electronically stored information is maintained through the computer programs TimeMatters and Plaintiff's data is readily retrievable.

Plaintiff will produce the following documents in its possession at the offices of Leibowitz Law Center, 420 W. Clayton Street, Waukegan, Illinois 60085.

Correspondence from Plaintiff to Defendants rescinding mortgage
Loan documents in Plaintiff's possession from closing of First Mortgage with Defendant
Loan documents in Plaintiff's possession from closing of Second Mortgage with Defendant
Transaction History for First Loan provided by OCWEN
Transaction History for Second Loan provided by OCWEN

Arrangements can be made for Defendant's counsel to inspect and/or copy said documents by contacting Plaintiff's counsel.

C. Computation of each category of damages claims by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extend of injuries suffered:

1. 15 U.S.C. § 1640 allows statutory damages of \$2,000 for disclosure violations pursuant to the TILA;
2. Refund of all payments made by Plaintiff to Defendants in connection with both the loans referred to in the complaint. These payments have been calculated based on the Transaction History provided by OCWEN for both loans. This includes all charges denominated as finance charges in the HUD-1, and charges to be classified by the Court as finance charges, including but not limited to excessive yield spread premiums that may have been paid at closing. Based on the information currently in Plaintiff's possession, Plaintiff calculates this amount to be approximately \$32,721.24. Plaintiff reserves the right to supplement or amend this information upon further discovery.

The existence of this document has been previously disclosed and will be made available for copying and inspection.

3. Attorneys fees and costs pursuant to the TILA, 15 U.S.C. § 1640;
4. Plaintiff has rescinded the mortgages held by Defendants. After the Court determines that Defendants have no security interest in the property, Plaintiff will tender to Defendants the original principal balance of the mortgage, less such funds awarded by the Court in damages as an offset.

D. For inspection and copying under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or any part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment:

Plaintiff, at this time, is not aware of any insurance agreement under which any persons carrying on an insurance business may be liable to satisfy all or part of a judgment which

may be entered in favor of Plaintiff or to indemnify or reimburse Defendants for payments to satisfy the judgment.

Respectfully submitted By,

/s/ David P. Leibowitz

Attorney for Plaintiff

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Waukegan, IL 60085
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